

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

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U.S. DISTRICT COURT  
SAN JUAN, P.R.

UNITED STATES OF AMERICA.

Plaintiff,

vs.

CRIMINAL NO. 99-125 (JAF)

ELLIOT GIRAUD PIÑEIRO

Defendant.

SETTLEMENT AGREEMENT OF VERIFIED CLAIM  
OF INNOCENT OWNER, ASTRID DONATE HERNANDEZ

*approved by the parties of need of a judgment a fund from provided by the court for the cause*

COME NOW, United States of America (Henceforth "U.S.A.") Elliot Giraud Piñeiro (Henceforth "Defendant"), Astrid Donate Hernandez, A.K.A. Astrid Annette Donate Hernandez (Henceforth "Donate" or "Innocent Owner"), and the conjugal partnership they comprise through their respective counsel and respectfully move this honorable court for approval of the verified claim filed by Astrid Donate Hernandez, as follows:

I. INTRODUCTION

*6/27/02*

This settlement agreement is solely intended to settle the verified claim filed by Astrid Donate Hernandez filed on June 27, 2000, the spouse of the Defendant, Elliot Giraud Piñeiro. This settlement agreement is not intended to modify the criminal conviction of the Defendant, Elliot Giraud Piñeiro, resulting from the guilty plea entered on May 17, 2000 on Count 1 of the Grand Jury indictment.

AUSA-López  
Luis Gonzalez

7/2/3

The Defendant, Elliot Giraud Piñeiro's signature in this agreement is merely intended as evidence of ratification of the agreement in the event he is deemed an indispensable party under Puerto Rico law. The conjugal partnership comprised by Astrid Donate Hernandez and Elliot Giraud Piñeiro is represented herein by Astrid Donate Hernandez. Accordingly, Astrid Donate Hernandez and U.S.A. advise this honorable court they have settled the verified claim instituted by Donate under the following;

## **II. TERMS AND CONDITIONS**

1. It is undisputed by the parties that the Defendant, Elliot Giraud Piñeiro, has consented to the forfeiture of "all his rights, title and interest in any and all of the assets subject to forfeiture pursuant to Title 21 U.S.C. §853 (Docket No. 712). Elliot Giraud Piñeiro hereby reiterates having relinquished all rights and title to the properties listed below by signing this agreement.
2. It is also undisputed by the parties that Astrid Donate Hernandez and the conjugal partnership are deemed innocent owners in accordance with Title 18 U.S.C. §983(d).
3. By virtue of the fact that the only parties with legal title interest over the property seized are the U.S.A., Astrid Donate Hernandez and the conjugal partnership, it is hereby agreed that the said assets should be distributed as follows;
  - (a). All Title, right and interest in the following properties shall be forfeited to and vested exclusively on the United States, free

and clear of all liens and encumbrances.

RUSTICA: parcela agricola RADICADA EN EL Barrio Indios de término Municipal de Guayanilla, Puerto Rico compuesta de VEINTICINCO PUNTO OCHO (25.8) CUERDAS en linders por el NORTE con el Rio Guayanilla; SUR con camino público; por el ESTE, con terrenos de la Sucesión de Mario Mercado Riera y por el OESTE con terrenos de la Sucesión de Mario Mercado Riera.

Pendiente de Inscripción a nombre de Elliot Giraud Piñeiro y Astrid Annette Donate Hernández.

Asiento de presentación 159 del Tomo 202 Ponce II.

RUSTICA: PARCELA AGRICOLA radicada en el Barrio Rufina del Término Municipal de Guayanilla, Puerto Rico compuesto de SETENTA Y SEIS MIL QUINIENTOS TREINTA PUNTO SEIS MIL DOCIENTOS CUARENTA Y UN (76,530.6241) METROS CUADRADOS equivalentes a DIECINUEVE PUNTO CUATRO MIL SETECIENTOS QUINCE (19.4715) equivalentes a siete (7) hectáreas, sesenta y cinco (65) áreas, treinta (30) centiáreas y sesenta y dos (62) milláreas mas o menos y en linder: NORTE; con Sucesión Blasini y el remanente de la finca perteneciente a la Sucesión Mandry Mercaso; por SUR con las fajas de TERRENO DEDICADAS A USO PUBLICO rotulados A y B pertenecientes a la Sucesión Mandry Mercado que se segregan en el caso 98-61-C-428 PPI aprobado por la Administración de Reglamentos y Permisos del Estado Libre Asociado de Puerto Rico y el Estado Libre Asociado (Departamento de Instrucción); y por el OESTE con remanente de la finca y e Estado Libre Asociado.

Pendiente de Inscripción a nombre de Elliot Giraud Piñeiro y Astrid Annette Donate Hernández.

Asiento de Presentación 159 del Tomo 202 Ponce II.

(b). The United States agrees that all title, right and interest in the following properties shall be vested exclusively on Astrid Donate Hernandez, free and clear of all liens and encumbrances.

RUSTICA: PARCELA AGRICOLA radicada en el Barrio Playa, hoy Barrio Rufina del término Municipal de Guayanilla,

Puerto Rico compuesto de CATORCE (14) CUERDAS, equivalentes a cinco (5) milláres mas o menos y en lindes: NORTE Servidumbre de paso y acceso concedida por la Antigua Sociedad de Mario Mercado e Hijos para la Carretera Municipal El Faro, hoy Carretera Estatal de Puerto Rico numero quinientos ochenta y dos (582); ESTE, con los terrenos de la Sucesión Mario Mercado Riera; OESTA, la servidumbre de paso y acceso concedida por la Antigua Sociedad Mario Mercado e Hijos para la Carretera Municipal El Faro, hoy Carretera Estatal de Puerto Rico quinientos ochenta y dos (582).

Pendiente de Inscripción a nombre de Elliot Giraud Piñeiro y Astrid Annette Donate Hernández.

Asiento de presentación 159 del Tomo 202 Ponce II.

PARCELA "A": URBANA: parcela de terreno en el Barrio Jaugas del término municipal de Guayanilla, Puerto Rico, con una cabida de CERO PUNTO CINCO MIL SEISIENTOS DOS CUERDAS, equivalente a DOS MIL DOCIENTOS UNO PUNTO SEIS MIL NOVECIENTOS VEINTISEIS METROS CUADRADOS, en lindes por el NORTE con la finca principal de la cual se segrega; por el SUR, con la intersección de la Avenida Pedro Albizu Campos y la Carretera Estatal PR-127 y con la Parcela B a ser dedicada a uso público, por el ESTE, con la Avenida Pedro Albizu Campos y por el OESTE, con la finca principal de la cual se segrega. Inscrita a favor de Elliot Giraud Piñeiro y Astrid Donate Hernandez.

(Finca #6, 188; Folio Movil Tomo 11 de Guayanilla)

(c). Astrid Donate Hernandez shall assume the cost of restoration of the parcel of approximately 14 cuerdas located in the Rufino Ward that was damaged by fire on February 7, 2002, destroying the recycling plant inventory located on the said property. Astrid Donate Hernandez hereby unconditionally releases the United States of America, its agencies, servants, assigns and successors in interest from all claims arising from the

events of February 7, 2002.

(d). It is further undisputed by the parties that the U.S. Marshall Service has been collecting the monthly rental proceeds from the Lease Agreement by and between Golden Arch Development, and Astrid Donate Hernandez, her spouse Elliot Giraud Piñeiro and the conjugal partnership they comprise entered into on September 19, 1995. To date, the U.S. Marshall Service has collected the amount of \$106,200.00.

It is hereby agreed that all funds collected as of June 1, 2003 shall be forfeited to the U.S.A. In turn, all future rental payments made pursuant to the aforementioned rental agreement shall be paid to Astrid Donate Hernandez until the Lease Agreement is terminated by either expiration or any other reason. The U.S. Marshall Service shall serve Golden Arch Development with written notice, instructing the said tenant to forward all proceeds of future rents to Astrid Donate Hernandez, payable to said party via U.S. Mail to the following address:

Astrid Donate Hernandez  
2550 Mary Fox Drive Gulf Breeze  
Pensacola, FL 32561

(e). All parties assert and agree that they will cooperate fully in the drafting and execution of all documents required to implement the terms of this agreement to ensure full compliance with the laws



of the Commonwealth of Puerto Rico. The expenses incurred in the execution of the said documents shall be borne equally by the U.S.A. and Astrid Donate Hernandez.

(f). Astrid Donate Hernandez hereby releases and forever discharges the United States of America, its officers, agents, servants and employees, its heirs, successors, or assigns, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgements, damages, claims, and/or demands whatsoever in law or equity which claimants, their heirs, successors, or assigns ever had, now have, or may have in the future in connection with the seizure, detention, and forfeiture of any and all of the above described properties and/or any other issue related to this matter.

Astrid Donate Hernandez further agrees to save and hold harmless the United States of America, its servants, employees, heirs, successors, or assigns, harmless from any claims by any others, including costs and expenses for or on account of any and all lawsuits of claims of any character whatsoever, in connection with the seizure, detention and forfeiture of the above described properties and/or any other issue related to this matter.

The parties agree that, once it is entered on docket, the Judgement to be issued pursuant to this stipulation shall be firm, final and

unappealable.

This document contains the entire agreement between the parties with respect to the forfeiture of the above described properties.

This agreement supersedes all prior, if any, understandings, promises and/or conditions, and no additional promises, agreements and conditions will be entered into unless in writing and signed by all parties.

The parties agree that each shall bear its own costs, expenses and attorney's fees.

The attorneys for the parties represent that they have been duly authorized by their respective parties to enter into this Stipulation for Consent Judgement.

(g) This court shall retain jurisdiction to enforce the settlement terms set forth hereinabove.

**WHEREFORE**, the U.S.A., Astrid Donate Hernandez, the conjugal partnership comprised between she and her husband, hereby respectfully move this court to issue a Decree approving the terms of the settlement set forth here and above and further pray for entry of judgement in accordance with the said terms and grant any other relief this honorable court may deem just and proper.

Respectfully submitted this 2 of JUNE, 2003.

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By: 

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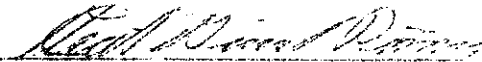
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Partnership

  
Astrid Donate Hernandez and the  
Conjugal Partnership

  
Elliot Giraud Pifreiro, "pro se"